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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of HISTORICAL RESOURCES  
19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

November 03, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

The Department of Natural and Cultural Resources respectfully requests permission to award a Certified Local Government Grant to the City of Keene (VC #177417) for creation of a neighborhood heritage mapping application in the amount of \$10,000 effective upon Governor and Executive Council approval through September 30, 2023. 100% Federal Funds.

Funding is available in account, Federal Preservation Programs, as follows:

03-035-035-354010-14450000-072-500575 - Grants Federal	<u>FY 2022</u> \$10,000
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**EXPLANATION**

The Division of Historical Resources is required to set aside 10% of its federal funds received through the Historic Preservation Fund for Certified Local Governments (CLG). Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG funds. NH has 25 CLG communities. No match is required for this grant and will use 100% federal funds.

The City of Keene will utilize the grant to hire an application developer to create an online portal to collect photographs and anecdotal stories about some of Keene's under-represented historic neighborhoods. The goal is to increase awareness and appreciation of Keene's historic neighborhoods and to inform future identification and inventory efforts of the city's historic built environment.

Respectfully submitted,

Sarah L. Stewart  
Commissioner

GRANT AGREEMENT Grant # CLG-P21AS00231-03

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the City of Keene (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: Pending G&C Approval – September 30, 2022
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept **\$10,000** and apply it to the project(s) described in the grant application and approved budget referenced herein. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

**The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.**

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval, if applicable.
4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Sarah Stewart 11/9/21  
Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

B. H. Wilson 11/9/21  
Benjamin H. Wilson, Date  
State Historic Preservation Officer

GRANTEE

Name Elizabeth Morgan  
Address City of Keene

Authorized Signature Elizabeth Morgan

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 27 day of Sept. 2021

TERRI M. HOOD  
Signature of Notary Public Commission Expires

**TERRI M. HOOD, Notary Public**  
State of New Hampshire  
My Commission Expires October 5, 2021

Approved as to form, substance and execution:  
[Signature] 11/18/2021  
Office of Attorney General Date

#### EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources. *See Attachment A for Scope of Services*
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards for Planning, Identification, Evaluation and Registration, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:  
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.  
(b) Schedule: Begin date: Pending G&C Approval end date: September 30, 2022  
(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Planning, Identification, Evaluation and Registration.
- A.4. The Project Notification for this project is incorporated into Exhibit A.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

#### EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed Ten Thousand Dollars (\$10,000) subject to:
- (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
- (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
- (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

B.4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a quarterly basis as follows:

October 31, 2021  
January 31, 2022  
April 30, 2022  
June 30, 2022 Project Completion Deadline  
September 30, 2022 Final Project Report Due

#### EXHIBIT C: SPECIAL PROVISIONS

- C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
- C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
- C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
- C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C.

# Attachment "A"

## SCOPE OF WORK FOR CITY OF KEENE CLG GRANT FY 2022

### **Project Overview:**

The City of Keene Heritage Commission is seeking grant funding to work with a qualified professional to develop a map-based crowdsourcing tool to embed in a website. This tool is intended to encourage members of the public to upload stories, documents, images, and potentially audio/video recordings for a specific address or place on a map. The goal of the project is to crowdsource the history of a neighborhood online, and, hopefully, uncover photos, anecdotes, and personal narratives that contribute to a richer understanding of an area's heritage and evolution.

The Commission will use this tool to support its interest in documenting and sharing the history of certain neighborhoods, whose history is either lesser known or not as well documented as other areas of Keene. An important benefit of this type of tool is that it will create an interface for the public to more directly engage with the Commission as well as with the community around them.

To ensure quality control, an important feature of this proposed tool is the ability of the website manager to review and approve materials before posting publicly. The Commission would work with City staff to review and approve posts before they become public. There will also be guidelines be established for use of the tool and a disclaimer for the public on how the Heritage Commission intends to use the information shared.

### **Project Focus Area:**

The heritage commission hopes that this tool can be modified into the future to allow it to focus on different areas of the community overtime. However, once the tool is developed, the Commission will focus on one area to promote and encourage submission of historical data and stories. This information will be used to help the Commission map the boundaries of this neighborhood from a historical perspective. In this coming year, the Commission will be focusing on the City's "Italian Neighborhood".

### **Project Deliverables:**

**July - September 2021:** Commission will select a qualified consultant to develop this web-based tool by September of 2021. The Commission will also define the project area boundary and begin work on the website that will house this tool.

• **October- December 2021:** The Commission will work with the Consultant to develop and refine their concept / design for the web based tool.

• **January- February 2022:** The Consultant will develop the web-based tool/application with the assistance/input of City staff and Commission volunteers.

• **March - April 2022:** The Consultant will finalize the tool.

• **May- July 2022:** The Commission will incorporate the tool into a website, and publicize it in the community once it is completed.

**Municipality Certification of Authority**

I, Patricia Little (Name), hereby certify/attest that I am duly elected Clerk/Secretary of City of Keene (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on June 3, 2021, at which a quorum of the Municipality Officers were present and voting.

**RESOLVED:** That Elizabeth Dragon, City Manger (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Keene (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of Sept. 27, 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: Sept. 27 2021

ATTEST:   
(Secretary/Clerk Signature Completing this Certificate)

STATE OF New Hampshire  
COUNTY OF Cheshire

On this the 27<sup>th</sup> day of September, 2021, before me Heather Fitz Simon the undersigned officer, personally appeared Patricia A. Little, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

  
Justice of the Peace / Notary Public

My Commission Expires:

HEATHER R. FITZ-SIMON, Notary Public  
State of New Hampshire  
My Commission Expires February 6, 2024



City of Keene, N.H.  
*Transmittal Form*

May 27, 2021

**TO:** Mayor and Keene City Council  
**FROM:** Finance, Organization and Personnel Committee  
**ITEM:** D.10.

**SUBJECT:** Acceptance of Grant Funds – NH Division of Historical Resources Certified Local Government Grant - Senior Planner

**COUNCIL ACTION:**

In City Council June 3, 2021.

Voted unanimously to carry out the intent of the report.

**RECOMMENDATION:**

On 5-0 roll call vote, the Finance, Organization and Personnel Committee recommends that the City Council authorize the City Manager to do all things necessary to accept and execute a \$10,000 grant award from the NH Division of Historical Resources Certified Local Government Grant Program for the development of a web-based, crowdsourcing tool for the Heritage Commission.

**BACKGROUND:**

Senior Planner Tara Kessler stated they are in receipt of a \$10,000 grant from the New Hampshire Division of Historical Resources from their Certified Local Government grant program. She indicated this grant is for the development of a web based crowd sourcing tool for the Heritage Commission. In addition, the grant would be used to employ the services of a qualified consultant to develop an online map platform whereby members of the public can upload a variety of media (historic photos of a place, oral history of stories) about an area or neighborhood they grew up in. This online platform will help the Heritage Commission better understand the history, culture and heritage of neighborhoods in the City of Keene. This online platform is a component of a bigger initiative the Commission is working on.

Ms. Kessler stated this grant is a 60% federally funded grant hence, there is a 40% local match commitment. This match would be provided through in-kind donation of volunteer time from both the commission members and city staff. This is the fourth round of funding from this grant program the Heritage Commission has received in recent history and they have been very successful at meeting their match commitments and completing these grants on time.

This work would need to take place between July 1, 2021 and before September 2022.

Councilor Ormerod asked how city staff volunteer their time and would they be required to work outside their regularly scheduled hours. Ms. Kessler stated volunteer time would be from commission members and they would be applying a rate from the independent sector ([independentsector.org](http://independentsector.org)) which has a set volunteer rate. Staff time is matched according to their hourly rate. Ms. Kessler noted the granting agency accepts staff time for working on the project. Volunteer time for the prior grants have been satisfied by commission members'



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Keene 3 Washington Street Keene, NH 03431-3191		<b>Member Number:</b> 210	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$ 5,000,000
			Aggregate	\$ 5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	.
			Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,00
			Disease - Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>	7/1/2021	7/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$ 1,000
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301			<b>By:</b> <i>Mary Beth Powell</i>
			<b>Date:</b> 8/7/2021    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax